

EXHIBIT E

MAINTENANCE AND CURE

SECTION 48: Employees who are entitled to Maintenance and Cure under the general Maritime Law shall be paid Maintenance at the rate of Twenty Dollars (\$20.00) per day with payments to be made once weekly.

CONTINUATION OF BENEFITS FOR OCCUPATIONAL INJURIES and ILLNESS

SECTION 49: The COMPANY agrees to continue contributions to the Local 25 Medical and Pension Funds or any successor funds for an employee who becomes unemployed by occupational injuries or occupational illness. Such contributions shall be made in accordance with the schedule of eligibility as determined by the Board of Trustees or the requirements of any successor funds.

SUBCONTRACTING

SECTION 50: The COMPANY, to the extent that it is engaged in onsite construction work, agrees that it will not sublet any work coming under the jurisdiction of International UNION of Operating Engineers, Local 25, Marine Division to any contractor who is not a signatory to an agreement with the aforesaid Local UNION, except where subcontractors satisfactory to the COMPANY cannot be furnished. The UNION and the COMPANY agree to discuss the matter so that the COMPANY may sublet to a contractor who can fulfill the requirements.

DEATH IN FAMILY AND JURY DUTY

SECTION 51: (a) In case of death in an employee's immediate family (i.e. spouse, child, mother, father, sister, brother, grandmother, grandfather) the COMPANY shall grant such employee a maximum of three (3) days off with pay for the express purpose of attending services for the deceased, provided those days are regular scheduled work days. A death certificate or other satisfactory proof of death must be submitted to the employer. The employee must be working for the COMPANY on the date of death of the family member.

(b) Any employee who is called for jury duty whether State or Federal and serves in such capacity shall be paid the difference between the compensation for jury duty and his regular rate of pay based on a forty (40) hour work week.

LEGALITY

SECTION 52: It is mutually agreed that if the adoption of any State or Federal Legislation or regulation conflicts with or is contrary to any of the provisions of this AGREEMENT, negotiations will be opened to make the necessary adjustment in the AGREEMENT, but the negotiations will be confined to changes in existing law or regulations.

The Annuity Contribution for each classification shall be as follows:

For Classifications A & B: the sum of three dollars and seventy-five cents (\$3.75) per hour for each straight-time hour of employment and the sum of Five Dollars (\$5.00) per hour for each time and one-half of employment.

For Classification C: the sum of three dollars and fifteen cents (\$3.15) per hour for each straight-time hour of employment and the sum of Four dollars and ten cents (\$4.10) per hour for each time and one-half hour of employment.

For Classification D: the sum of Two dollars and fifty five cents (\$2.55) per hour for each straight-time hour of employment and the sum of Three dollars and twenty cents (\$3.20) per hour for each time and one-half hour of employment.

5. The Company shall contribute to the IUOE Local 25 Vacation Plan, 7% of all wages earned (both straight time and overtime) calculated at the total straight time equivalent.
6. Each employee working on the above referenced project shall submit an individually completed IUOE Membership application form and shall remit five hundred and forty eight dollars (\$548.00) to cover the Local 25 initiation fee and the 1st quarter dues.
7. During the life of this Agreement, and upon individually signed authorization cards, the Company shall deduct supplemental Union working dues of sixty (\$.60) for each hour worked by each employee
8. In lieu of posting a Surety Bond in the amount of three (3) months anticipated Fringe Benefit contributions, the Company shall remit such contributions on a weekly basis to the various Local 25 Fringe benefit Plans, including employee check-off to the Union.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and duly executed.

FOR THE COMPANY

Construction Tube Corporation

BY Man R. Villa

BY: M. R. I.

ATTEST: _____

Date: 8 January 03

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
25, MARINE DIVISION

BY: Ernest J. Velez

BY: Allen E. Francisco

ATTEST: Lynnda B. B. B.

Date: JAN. 20, 2003